



## **Confidentiality Agreement**

### **Introduction and Purpose.**

The purpose of this Policy/Agreement is to ensure volunteers are aware of the organisation's code of conduct regarding confidentiality, have a clear understanding of the guidelines regarding the handling of confidential information, to prescribe limits of behavior and to assign responsibilities.

*Wexford Marine Watch* reserve the right to change this policy as it sees fit and any amendments adhered to. Areas not specifically covered by this policy shall be determined by the Management Committee of Wexford MarineWatch.

Confidentiality is a central and integral part of the organisation, as it offers safety and privacy. Information given is held in strict confidence and in accordance with all current Data Protection Acts.

### **Specific Responsibilities.**

Wexford MarineWatch is responsible for ensuring that all volunteers involved in dealing with confidential information receive appropriate supervision and support regarding the policy and their legal responsibilities. All Volunteers must sign a Confidentiality Agreement as part of their membership.

#### Secretary's Responsibility

The Secretary is responsible for ensuring that a copy of this document is issued to all volunteers and to ensure that they all understand the Policy.

#### Individual's Responsibility

Individual volunteers are required to act in accordance with this policy, failure to do so could be considered as an act of gross misconduct and may result in disciplinary action.

## Collecting information

Wexford MarineWatch collects and uses information for the following purposes:

- To meet insurance policy requirements.
- To update databases within Wexford MarineWatch.
- To enhance or improve services.
- To recruit and select volunteers for available positions.
- To provide screening services, for Garda Vetting.
- To provide training and support services.
- To maintain a database of incidents for statistical purposes.

### **Definition and principles of confidentiality**

All information that:-

- A). Is or has been obtained during, or in the course of involvement, or has otherwise been acquired in trust due to involvement with the organisation,
- B). relates particularly to the organisation's work, clients or that of other persons or bodies with whom the organisation have dealings of any sort, and
- C.) has not been made public by, or without our authority,

is confidential - and (save in the course of our duty or as required by law) a volunteer shall not at any time, whether before or after their involvement with the organisation, disclose such information of any description to another person or organisation, whether it be verbal, written or by electronic means without our written consent of the Committee.

Volunteers are expected to exercise care and to keep safe all documents or other material containing confidential information, and at the end of an individual's involvement with the organisation, or at any other time upon demand, return to the organisation any such material in their possession.

Information held by the organisation and which is not independently available to a third party must not be disclosed without written consent from the Committee.

### **Limits to Confidentiality**

In exceptional circumstances the organisation may need to break confidentiality if they believe there is a real intent of serious harm or danger to either their client or another individual. Such circumstances may pertain to issues relating to sexual abuse, rape, self-harm, suicidal ideation or criminal activity. In as far as is possible, in such cases, a full explanation will be given regarding the necessary procedures that may need to be taken.

## **Data Protection Responsibilities**

In addition to the duty of care regarding Confidentiality outlined above, the Data Protection Acts impose legal obligations on Wexford MarineWatch and volunteers.

Wexford MarineWatch takes its responsibility seriously under the Data Protection Acts. The organisation is aware of and Acts in accordance with the following eight Data Protection principles regarding information:

1. Obtain and process information fairly
2. Keep it only for one or more specified, explicit and lawful purposes
3. Use and disclose information only in ways compatible with these purposes
4. Keep it safe and secure
5. Keep it accurate, complete and up-to-date
6. Ensure it is adequate, relevant and not excessive
7. Retain for no longer than is necessary
8. Allow individual's access to their personal data, on request

## **Wrongful disclosure**

Wrongful disclosure can occur in at least two ways. It can be by either act or omission. The first would be where confidential information is deliberately passed on to a third party. The second would be where confidential information is disclosed to a third party through negligence. Wrongful disclosure may be considered as an act of gross misconduct and may result in disciplinary action.

## **Policy Feedback and Review**

Constructive feedback on this Policy is always welcome. It should be given to the Secretary who will present it to the committee for consideration.

This Confidentiality & Non-disclosure Policy was adopted at Committee Meeting dated:

1<sup>st</sup> of January 2015

Signed by Chairperson on behalf of the Committee:

*Frank Flanagan*

---

## **Confidentiality & Non-disclosure Acknowledgement**

(To be signed by all Volunteers)

I have read and understand the contents of Wexford MarineWatch's Confidentiality & Non-disclosure Policy/Agreement.

I acknowledge and agree to act in accordance with the Policy at all times – whilst on duty, off-duty and also after I have left the organisation.

I am aware that information which:-

- A). is or has been obtained during, or in the course of my involvement, or has otherwise been acquired in trust due to involvement with the organisation,
- B). relates particularly to the organisation's business, clients or that of other persons or bodies with whom the organisation comes into contact with, or
- C). has not been made public by, or with our authority,

is confidential, and (save in the course of our duty or as required by law), I shall not at any time, whether before or after the end of my involvement with the organisation, disclose any such information of any description to any person without the committee's written consent.

I agree to exercise care to keep safe all documents or other material containing confidential information, during and after my involvement with Wexford MarineWatch, or at any other time upon demand, and return to the organisation any such material in my possession.

I agree not to disclose any information held by the organisation to any person or other organisations whether it be verbal, written or by electronic means (including all social media) without the written consent of the Committee.

I acknowledge that a breach of confidentiality is considered an act of Gross Misconduct and may be subject to disciplinary action – or if no longer a member, subject to possible Legal proceedings.

**Signed:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Equipment Undertaking**

(To be signed by all Volunteers)

From time to time, and when deemed appropriate, Wexford MarineWatch may issue Volunteers with 'Personal Issue' equipment and/or clothing – this may include a High-Viz suit, a Floatation Suit, and/or electronic equipment or implements to assist you in the course of your duty.

The organisation will also give you access to other equipment (which is not personal issue) during the course of your duties.

The organisation may from time to time, seek a financial contribution from volunteers towards some of this equipment/clothing - the amount of contribution may vary but there is no obligation on any volunteer to pay it.

Upon your departure from the organisation however (for whatever reason), you must surrender all clothing and/or equipment issued to you (whether personal issue or not), in good working order/reusable condition. Upon return, any monies contributed by you for same, will be refunded in full.

Any item damaged or not surrendered, will however forfeit the return of any contribution.

You must also surrender any other material or items relating to MarineWatch, or bearing the MarineWatch name or Logo (including paperwork) – with the exception of items which were purchased privately through the correct retail channels.

Unauthorized use of the MarineWatch name OR logo, on any personal item or garment without prior written consent from the management group is expressly forbidden. Volunteers who breach this condition will be asked to either remove the logo, surrender the garment or face disciplinary action.

### **Volunteer Declaration:**

*"I agree that any equipment or clothing which has been issued to me for the course of my duty with Wexford MarineWatch, whether 'personal issue' or not, (including Flotation Suits, High Visibility Clothing, Radios, Searchlights, Torches etc.) are all surrendered to the organisation in a good and re-useable condition, upon my departure from the organisation. I also agree to abide by all other conditions outlined above".*

**Signed:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**Date:** \_\_\_\_\_